

EXHIBIT B

DELPHI
 Automotive Systems

**LEVEL 3
 INSTRUCTION**

**Long Term
 Agreement
 Template 8.3.10**

LONG TERM CONTRACT

1. Purchase of Product

Sensus Precision Die Casting ("Seller") agrees to sell, and Delphi Automotive Systems LLC acting through its DSSS ("Buyer") agrees to purchase, approximately One Hundred percent (100%) of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

***See Part Number Listing below in section 3
 And See Attachment 1 – terms of LTA***

2. Term

With respect to each Product, the term of this Contract is from **January 1, 2004 through December 31, 2006**.

3. Prices

The per unit price of each Product for **January 1, 2004 through December 31, 2006** is **BPFC (2000 IncoTerms)**. Pricing for each subsequent Calendar Year is subject to the following minimum annual percentage reductions from the prior Calendar Year's pricing:

Part numbers	Dec 2003 Total Pricing	Red. Value add Jan 1, 2004	Red. Value add Jan 1, 2005	Red. Value add Jan 1, 2006
05689010	\$0.916	1%	1%	1%
05690231	\$1.002	1%	1%	1%
05694821	\$1.027	1%	1%	1%
07805168	\$0.919	1%	1%	1%
07805525	\$1.024	1%	1%	1%
07806688	\$0.915	1%	1%	1%
07809512	\$0.917	1%	1%	1%
07810892	\$1.027	1%	1%	1%
07838350	\$0.926	1%	1%	1%
26063009	\$1.030	1%	1%	1%
26095273	\$1.271	1%	1%	1%
26008584	\$3.293	2%	3%	3%
26022847	\$6.069	2%	3%	3%
26048053	\$4.205	2%	3%	3%
26048277	\$3.321	2%	3%	3%
26064873	\$3.548	2%	3%	3%
26064957	\$3.675	2%	3%	3%
26064972	\$3.447	2%	3%	3%
26065041	\$3.277	2%	3%	3%
26065095	\$5.072	2%	3%	3%

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Approval Date	Implementation Date	ISSUE/REVISION DESCRIPTION
September 13, 1999	December 1, 1999	Initial release of the Delphi Global Purchasing Long Term Template and Instruction.
Check Applicable Regions: Global <input checked="" type="checkbox"/> NA <input type="checkbox"/> Europe <input type="checkbox"/> A.P. <input type="checkbox"/> S.A. <input type="checkbox"/>		

ISSUE/REVISION APPROVAL

	Title/Function	Name	Signature	Date
Prep.				
Appr.	Global Process Director	Lowell Shaffer		

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26065440	\$9.950	2%	3%	3%
26068414	\$5.328	2%	3%	3%
26082991	\$4.464	2%	3%	3%
26082995	\$7.936	2%	3%	3%
26085331	\$6.246	2%	3%	3%
26085877	\$5.281	2%	3%	3%

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases, except for aluminum price escalation/de-escalation, (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. NOTE: Aluminum price escalation/de-escalation agreement between Delphi and Sensus PDC to be on basis of parity between Platt's Metals Week and NASAAC reflecting previously agreed upon part quote basis. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

3a. Debits/Credits to Sensus PDC Account

Issuance of debits to Sensus PDC Account by Delphi for purposes of cost recovery for Delphi plant costs incurred in resolving quality issues to be based upon capability of current high pressure die cast process. (i.e., allowance to be given for low level casting defects (1% or below) that are reflective of HPDC process capability).

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4. Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following **Dec 31, 2006** Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

5. Purchase Orders

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, **provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until after December 31, 2004.** Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within thirty (30) days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

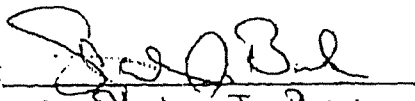
EXECUTED by Buyer and Seller as of Jan 1, 2004

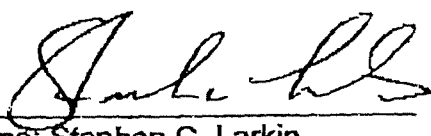
Buyer:

Seller:

**Delphi Automotive Systems LLC
acting through its Saginaw Steering Systems**

Sensus PDC

By: 
Name: Stephen J. Burk
Title: Buyer

By: 
Name: Stephen C. Larkin
Title: President, SPDC